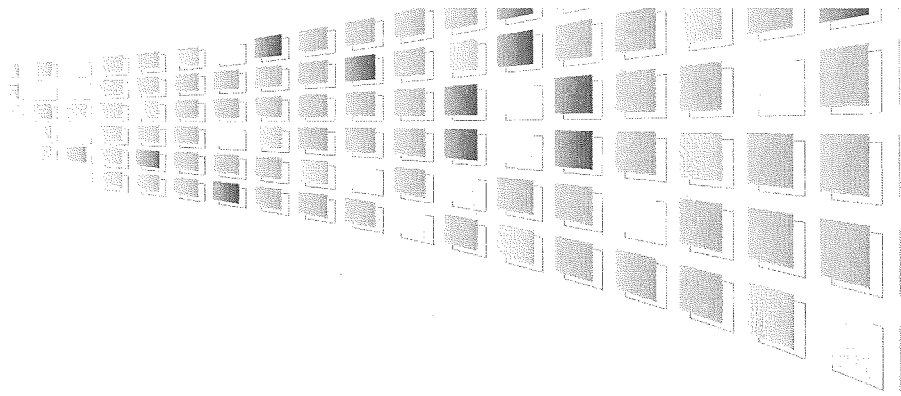




**MARASHLIAN  
& DONAHUE, PLLC**  
THE COMMLAW GROUP



October 14, 2015

**Via Electronic Filing**

Ms. Marlene Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554

**RE: WC Docket No. 15-235; In the Matter of Joint Application of LightEdge Solutions, Inc. and Alliance Connect, LLC For Grant of Authority Pursuant to Section 214 of the Communications Act of 1934, as Amended, and Section 63.04 of the Commission's Rules to Complete a Transfer of Control of Assets of an Authorized Domestic Section 214 Carrier**

Dear Ms. Dortch:

LightEdge Solutions, Inc. and Alliance Connect, LLC hereby file an updated version of the above-referenced application. The application has been revised to include updated ownership information for LightEdge Solutions, Inc.

Should you have any questions, please do not hesitate to contact the undersigned.

Respectfully Submitted,

Joanna G. Wallace  
*Counsel for LightEdge Solutions, Inc.*

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of Joint Application	)	
	)	
	)	
<b>LightEdge Solutions, Inc. and Alliance Connect, LLC</b>	)	WC Docket No. 15-235
	)	
	)	
For Grant of Authority Pursuant to	)	
Section 214 of the Communications Act of 1934,	)	
as Amended, and Section 63.04 of the	)	
Commission's Rules to Complete a	)	
Transfer of Control of Assets of an Authorized	)	
Domestic Section 214 Carrier	)	

**APPLICATION – STREAMLINED PROCESSING REQUESTED**

**I. INTRODUCTION**

LightEdge Solutions, Inc. ("LightEdge" or "Assignor") and Alliance Connect, LLC ("Alliance or "Assignee") (collectively referred to as ("Applicants"), by undersigned counsel, pursuant to Section 214 of the Communications Act of 1934, as amended (the "Act"),<sup>1</sup> and Section 63.04 of the Federal Communications Commission's ("Commission") Rules,<sup>2</sup> hereby request Commission approval to assign certain telecommunications assets and customers from Assignor to Assignee. Streamlined processing is requested pursuant to Section 63.03 of the Commission's Rules.<sup>3</sup>

**II. SECTION 63.04 INFORMATION**

In support of this Application, Applicants submit the following information to fulfill the requirements of Section 63.04(a) of the Commission's Rules. Information is provided in the order in which the requirements appear.

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<sup>1</sup> 47 U.S.C. § 214.

<sup>2</sup> 47 C.F.R. § 63.04.

<sup>3</sup> 47 C.F.R. § 63.03.

**A. Name, Contact Information, and State of Organization of Applicants  
(Response to Section 64.04(a)(1)-(2))**

**1. LightEdge Solutions, Inc.**

Assignor is a provider of Interconnected VoIP, local exchange and interexchange services, and network access services, including T1s, Ethernet over Copper, DSL, and Metro Ether. Assignor holds blanket Section 214 authority to provide domestic telecommunications services, and is registered to provide interstate telecommunications services.<sup>4</sup> Assignor is an Iowa corporation with headquarters located at 215 10<sup>th</sup> Street, Suite 1000, Des Moines, Iowa 50309.

**2. Alliance Connect, LLC**

Assignee provides landline local exchange and interexchange telecommunications services as a competitive local exchange carrier. Assignee holds blanket Section 214 authority to provide domestic telecommunications services, and is registered to provide interstate telecommunications services.<sup>5</sup> Assignee is an Iowa limited liability company with headquarters located at 7760 Office Plaza Drive South, West Des Moines, Iowa 50266.

**B. Point of Contact Information (Response to Section 64.04(a)(3)):**

Correspondence concerning this Application for the Assignor should be directed to:

James Masterson  
Chief Executive Officer  
215 10<sup>th</sup> Street, Suite 1000  
Des Moines, Iowa 50309  
Office Tel: (515) 471-1000  
Office Fax: (515) 471-1112  
Email: jmasterson@lightedge.com

With a copy to:

Allison D. Rule, Esq.  
Marashlian & Donahue, LLC  
The *Comm*Law Group  
1420 Spring Hill Road, Suite 401  
McLean, Virginia 22102  
Office Tel: (703) 714-1312  
Office Fax: (703) 563-6222

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<sup>4</sup> FCC Filer ID 826117.

<sup>5</sup> FCC Filer ID 829226.

E-Mail: adr@CommLawGroup.com

Correspondance concerning this Application for Assignee should be directed to:

Mick Herke  
General Manager  
Alliance Connect, LLC  
7760 Office Plaza Drive South  
West Des Moines, Iowa 50266  
Office Tel: (515) 830-0437  
Office Fax: (515) 830-0123  
Email: MAHerke@netins.com

With a copy to:

James U. Troup, Esq.  
Tony S. Lee, Esq.  
Fletcher, Heald & Hildreth, PLC  
1300 North 17th Street, 11th Floor  
Arlington, Virginia 22209  
Office Tel: (703) 812-0400  
Office Fax: (703) 812-0486  
Email: troupe@fhhlaw.com  
lee@fhhlaw.com

**C. Information Concerning the Ten (10) Percent or Greater Owners  
(Response to Section 64.04(a)(4)):**

The following are the names, addresses, citizenship, and principal businesses of any person or entity that directly or indirectly owns at least ten (10) percent of the equity of the Applicants.

**1. Pre-and Post Transaction Ownership of LightEdge Solutions, Inc.**

The following individual or entities own or control 10 percent or more of LightEdge:

Name:	The Anschutz Corporation
Address:	555 17 <sup>th</sup> Street, Suite 2400, Denver, Colorado 80202
Citizenship:	Delaware
Interest:	100 percent
Principal Business:	Investments

The following entities and individuals own or control 25% or more of The Anschutz Corporation (and indirectly own or control 10% or more of LightEdge):

Name:	Philip F. Anschutz
Address:	555 17 <sup>th</sup> Street, Suite 2400, Denver, Colorado 80202
Citizenship:	United States
Interest:	100 percent of The Anschutz Corporation

## **2. Pre-and Post-Transaction Ownership of Assignee:**

The following individuals or entities own or control 10 percent or more of Assignee:

Name: Alliance Technologies, Inc.  
Address: 420 Watson Powell Jr. Parkway, Suite 100  
Des Moines, Iowa 50309  
Citizenship: United States  
Principal Business: Telecommunications  
Percent Ownership: 100%

The following entities and individuals own or control 25% or more of Alliance Technologies, Inc. (and indirectly own or control 10% or more of Alliance):

Name: Iowa Network Services, Inc.  
Address: 7760 Office Plaza Drive South  
West Des Moines, Iowa 50266  
Citizenship: United States  
Principal Business: Telecommunications  
Percent Ownership: 100%

INS is owned by many rural Iowa ILECs, none of which holds an ownership and/or voting interest of 10% or more in INS. Through its wholly-owned subsidiary, INS Wireless, Inc., INS holds a 46.4031% indirect attributable interest in Iowa Wireless Services, LLC ("IWS, LLC"), which is a provider of wireless telecommunications services. IWS LLC is the parent company of Iowa Wireless Services Holding Corporation ("IWSHC"). IWSHC holds AWS and PCS authorizations issued by the FCC.

### **D. Anti-Drug Abuse Act of 1988 Certification (Response to Section 64.04(a)(5)):**

By the attached certifications, Applicants certify pursuant to 47 §§ C.F.R. 1.2001-1.2008 of the Commission's Rules that no party to the Application is subject to a denial of Federal Benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1998.

### **E. Description of the Transaction (Response to Section 64.04(a)(6)):**

On September 15, 2015, Applicants entered into an Asset Purchase Agreement (the "Agreement") pursuant to which Assignee will purchase certain assets and customers of Assignor. Pursuant to the Agreement, Assignee will purchase the following from Assignor: certain customer accounts, certain customer agreements and contracts, certain vendor agreements and contracts, certain equipment, and certain intellectual property. Assignee, however, will not assume any of Assignor's pre-closing liabilities or obligations.

The ownership structure of Applicants will not be affected by the Transaction. Upon consummation of the Transaction and after completion of the customer transfer, Assignee will provide Assignor customers with the same service quality they have come to expect and assume all customer billing responsibilities. For those customers of Assignor whose contracts will not be assigned to Assignee as part of the Transaction ("Non-Assigned Contracts"), Assignor will continue to provide services under a Wholesale Services Agreement between Assignee and Assignor until the Non-Assigned Contracts expire pursuant to their terms or until the customers enter into a new agreement with Assignee. Consummation of the Transaction is contingent on, among other things, receipt of all necessary regulatory approvals. Applicants will provide the Commission with a notice of closing within thirty (30) days of the completion of the Transaction, as required by Section 63.24(e)(4) of the Commission's Rules.<sup>6</sup>

Following approval of the Transaction and the transfer of Assignors' customers to Assignee, Assignee will seamlessly continue the provision of services to customers without any immediate changes with respect to their service offerings, rates, or terms and conditions of service. Assignee will provide services to Assignor's customers utilizing existing interconnection agreements (which Assignee will acquire from Assignor as part of the Transaction), 911 arrangements, and numbering arrangements. Assignee will provide a notice of the transfer to affected customers at least thirty (30) days prior to the transfer in accordance with Section 64.1120(e)(3) of the Commission's Rules.<sup>7</sup> The customer transfer will occur no later than 190 days after the Closing Date provided for in the Agreement, but could occur earlier, assuming receipt of all necessary regulatory approvals. A sample of the customer notification is included as Exhibit "A."

**F. Description of Geographic Service Area and Services in Each Area (Response to Section 64.04(a)(7)):**

LightEdge currently provides network access services, including T1s, Ethernet over Copper, DSL, and Metro Ether, in the following states: Arizona, California, Connecticut, Florida, Georgia,

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<sup>6</sup> 47 C.F.R. § 63.24(e)(4).

<sup>7</sup> 47 C.F.R. § 64.1120(e)(3).

Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Minnesota, Missouri, Nebraska, North Carolina, South Carolina, Texas, and Wisconsin. Alliance provides local exchange telecommunications services as a competitive local exchange carrier in Iowa and Nebraska in the service territories of CenturyLink (Qwest), Frontier, and Windstream. Alliance offers a complete range of local business telecommunications services in the service territories of those ILECs, including all available enhanced calling features, voice mail, caller identification, operator services, and directory assistance.

**G. Qualification for Streamlining (Response to Section 64.04(a)(8)):**

Applicants request streamlined processing of this Application pursuant to Section 63.03 of the Commission's Rules, 47 C.F.R. 63.03. This Application is eligible for streamlined processing pursuant to Section 63.03(b)(2) of the Commission's Rules because: (1) both before and after completion of the proposed Transaction, Assignee and its affiliates (as that term is defined in Section 3(1) of the Act, 47 U.S.C. § 153(1)) will have a market share in the interstate, interexchange market of substantially less than ten percent; (2) Assignee will provide competitive telephone exchange services exclusively in geographic areas served by a dominant local exchange carrier that is not a party to the Transaction; and (3) none of the Applicants is dominant with respect to any service.

**H. Other Pending Commission Applications (Response to Section 64.04(a)(9)):**

There are no other applications filed by Applicants that are pending before the Commission. Applicants will file a notice of the customer base transfer at least thirty (30) days prior to the transfer in accordance with Section 64.1120(e)(1) of the Commission's Rules, 47 C.F.R. § 64.1120(e)(1).

**I. Special Consideration (Response to Section 64.04(a)(10)):**

None.

**J. Waiver Requests (if Any) (Response to Section 64.04(a)(11)):**

None.

**K. Public Interest Statement (Response to Section 64.04(a)(12)):**

Approval of the proposed Transaction serves the public interest. The proposed Transaction will ensure that affected customers enjoy continuity of high-quality telecommunications service. Customers will be given prior written notice of the transfer of their account to Assignee, in compliance with the FCC's customer notice requirements.<sup>8</sup> Following the Transaction, the affected customers will continue to receive services consistent with the quality of services currently provided by Assignor that will be supported by Assignee's experienced and well-qualified management team. As a result, the proposed Transaction will be transparent to Assignor's customers. Consequently, the proposed Transaction will not have a negative impact on the public interest, consumers, or competition.

Assignee will provide new and additional services to Assignor's customers. Assignor's customers will have access to expanded service offerings not currently offered by Assignor, and thus will benefit from the Transaction. The Transaction will also allow Assignee to establish a competitive position to the benefit of consumers and the telecommunications marketplace generally. Finally, Assignor's transfer of assets to Assignee will not harm competition because customers will still have access to a number of competitive choices in Assignor's service area in addition to those offered by Assignee. As previously stated, customers will be informed of their ability to choose an alternative carrier in the notice they will receive regarding the transaction.

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<sup>8</sup> 47 C.F.R. § 64.1120(e)(3).



## II. CONCLUSION

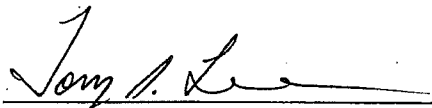
For the reasons stated above, the Applicants respectfully submit that the public interest, convenience, and necessity would be furthered by a grant of this Application as described herein.

Respectfully submitted,



Allison D. Rule  
Marashlian & Donahue, LLC  
1420 Spring Hill Road, Suite 401  
McLean, Virginia 22102  
Telephone: (703) 714-1312  
Facsimile: (703) 563-6222  
Email: [adr@commmlawgroup.com](mailto:adr@commmlawgroup.com)

Counsel for LightEdge Communications, Inc.



James J. Troup  
Tony S. Lee  
Fletcher, Heald & Hildreth, PLC  
1300 North 17th Street, 11th Floor  
Arlington, Virginia 22209  
Telephone: (703) 812-0400  
Facsimile: (703) 812-0486  
Email: [troup@fhhlaw.com](mailto:troup@fhhlaw.com)  
[lee@fhhlaw.com](mailto:lee@fhhlaw.com)

Counsel for Alliance Connect, LLC

Dated: October 14, 2015

**EXHIBIT A**

Sample Customer Notice

[ALLIANCE CONNECT, LLC LETTERHEAD]

IMPORTANT NOTICE  
REGARDING YOUR TELECOMMUNICATIONS AND VOICE OVER INTERNET PROTOCOL SERVICES

Dear Customer:

Alliance Connect, LLC ("Alliance Connect"), LightEdge Solutions, Inc. and LH Telecom, Inc. (collectively, "LightEdge") are pleased to announce that Alliance Connect is acquiring LightEdge's customer contracts and customer base for telecommunications and voice over internet protocol solutions and services (collectively, the "Services"), including your contract for Services with LightEdge.

The effective date for the transfer of your Services and your contract will be June 1, 2016, and Alliance Connect will assume responsibility for all Services previously provided by LightEdge on June 1, 2016.

Please rest assured that the transaction will not affect the Services you currently receive and there will be no interruption in your Services. After the transaction, you will continue to receive the Services at the same rates, terms and conditions that you currently enjoy under your contract with LightEdge. Any later change in those rates, terms or conditions can only be made if permitted by your contract and only as provided in your contract.

Neither Alliance Connect nor LightEdge will impose any charges for the transfer of the Services to Alliance Connect. Alliance Connect will be responsible for any carrier charges or other similar charges that might otherwise be associated with the transfer of the Services.

If permitted by the terms of your contract, you have the right to select a different preferred carrier for the Services.

You will continue to be responsible for payment of the invoices you receive from LightEdge prior to the June 1, 2016 effective date. You may also continue to receive invoices from LightEdge after the June 1, 2016 effective date until Alliance Connect and LightEdge have completed the migration of the billing for the Services under your contract from LightEdge to Alliance Connect. Alliance Connect anticipates having that migration process completed on or before July 1, 2016. In the interim, you can continue to pay to LightEdge all invoices you receive from LightEdge.

Your contract will be automatically transferred to Alliance Connect on June 1, 2016. Please note, however, that when your Services are transferred to Alliance Connect, any preferred carrier "freeze" you might have placed on your existing Services will be lifted and you will need to contact Alliance Connect to arrange a new "freeze."

LightEdge is responsible for handling any complaints filed, or otherwise raised, prior to or during the transfer of your Services. If you have any questions regarding the transfer of your contract or your Services or your billing before June 1, 2016, please contact LightEdge in the manner provided in your contract.

If you have any questions regarding the transfer of your contract or about your Services or billing on or after June 1, 2016, you can contact Alliance Connect at 1-877-777-7128.

Alliance Connect looks forward to being the provider of your Services. Thank you.

Alliance Connect, LLC

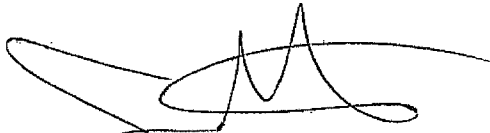
By: \_\_\_\_\_  
Name: Steve Sikkink  
Title: President

### **CERTIFICATION**

I, James Masterson, hereby certify that I am the Chief Executive Officer of LightEdge Solutions, Inc. The foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14<sup>th</sup> day of October, 2015.

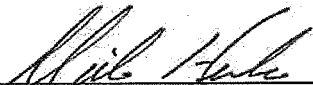
  
\_\_\_\_\_  
James Masterson

**CERTIFICATION**

I, Mick Herke, hereby certify that I am the General Manager of Alliance Connect, LLC. The foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14 day of Oct., 2015.

  
Mick Herke